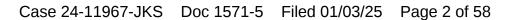
Exhibit D

Supporting Documents regarding Goods Received by Big Lots Stores, LLC



See attached Terms and Conditions for

A complete list of requirements can be found

additional Big Lots requirements.

www.biglots.com/corporate/vendors

on the Big Lots website



PO # 95313440

Date Created 04/15/2024

Version:

Buyer: HUTTON, SCOTT

Do Not Ship Before: 06/10/2024
Cancel if not Shipped by: 06/17/2024
Must be Routed by: 05/20/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: HO CHI MINH, VN

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CRF.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870 CSC DISTRIBUTION, LLC 2855 SELMA HWY

MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC 4900 E. Dublin Granville Rd Columbus, OH 43081-7651 US

Telphone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5006524

HOMELEGANCE, INC CATHERINE

48200 FREMONT BLVD FREMONT CA 94538

Contact: CATHERINE

Telephone: 5109336888 Fax

E-Mail: AGACATHERINE@HOMELEGANCE.COM

ADDITIONAL COMMENTS

Vendor Signature
Signee's Name
Title
Date

Units Retail Vendor Cost IMU

780 311,992.20 88,920.00 57.191

OFFICE-COPY



OFFICE-COPY

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IMPORTANT Terms and Conditions

PO#: 95313440

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These Purchase Order Terms and Conditions (these "Terms & Conditions") are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer's Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer's vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the "PO Terms"). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

- "Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. "Control," including the terms "controlling," "controlled by" and "under common control with," for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.
- "Buyer" means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.
- "Buyer's Vendor Resource Website" means the site located at www.biglots.com/corporate/vendors.
- "Goods" means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.
- "Purchase Order" or "PO" means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange ("EDI"), or otherwise.
- "Ship", "Shipped", "Shipping", or "Shipment" means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.
- "Vendor" means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.
- "Vendor Manual" means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.
- 1. Purchase Order. Buyer's commitment to purchase Goods arises only upon Buyer's issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless o industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.
- 2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a "DC"). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading ("BOL"), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.
- 3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.
- 4. Inspection of Goods. Goods are subject to Buyer's inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer's inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer's right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor's representations, warranties or covenants, or any of Buyer's rights or remedies, under the PO Terms, at law, in equity or otherwise.

- 5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer's cancellation for convenience, Buyer's liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the "cancel if not shipped by date" in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor's expense and Buyer shall be subject to the remedies available hereunder.
- Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor's cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer's rights or remedies under the PO Terms, at law, in equity, or otherwise.
- 7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits ("Return Costs"). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods unadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.
- 8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer's and its Affiliates' names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer's trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer's guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.
- 9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer's prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor's indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer's requirements. In addition, following Buyer's receipt of any demand, claim or action that may give rise to Buyer's right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer's sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



public announcement.

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title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liabilit insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/ or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered. 10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to

the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability. 11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notic

prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent

permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU

or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods

by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the

bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods. 12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference. Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer. 13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution,

transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws "Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity. 14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official: or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



insurance coverage.

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securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer' efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer' sole option) and hold harmless Buyer, its Affiliates, and

15. Indemnification. Vendor shall indemnify, defend (at Buyer' sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution,

distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-andcompliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI" signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor wi provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and noncontributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its

limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld is Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual

property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms. 21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms: (b) breach of the PO Terms: or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby. 22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this

consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under

modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO
Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the
PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer
of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor,
including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification
of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from
time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms
and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the
extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous

agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be

Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY EXCEPT IN THE CASE OF GROSS NEGLICENCE AND/OR WILLELL

relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



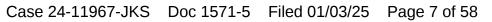
OFFICE-COPY Case 24 MP ORT ANTISTES ME and Conditions 8

)#: 95313440

Page 5 of 6

AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



BIG

OFFICE-COPY

PO#: 95313440

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Descrption		Dangerous Goods	Inner	Package Art	# of Cartons	Additionals	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

608	810741795	CAMO GLIDER RECLINE	0.00	VN	1	780	114.00	133,559.40	07/29/2024
60802	9655-1GD	STATIONARY			1	780	57.23	311,992.20	
60802001	Homelegance	PRODUCTION					399.99	57.191	859.00
1	194840255642		GRM	22.900	UPC				







HL088733 **OHBIG**

CUSTOMER NO.

Tracking Number:

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

CSC DISTRIBUTION, LLC

MONTGOMERY DC #0870 BIG LOTS

2855 SELMA HWY

MONTGOMERY, AL 36108

TEL:334/2866633 FAX:334/2867024

DATE	DATE SHIP VIA		F.O.B.		TERMS			
07/02/2024	Yuse	en Logistics	FOB	T 60 From ET	D			
PURCHASE ORDER NUMBER ORDER DATE		ORDER DATE	SALESPERSON		OUR ORDER NUMBER			
95313	95313440 A 05/08/2024		SRDOU	D15328				
QUANTITY REQUIRED SHIPPED		ITEM NUMBER	DESCRIPTION	W.T.	UNIT PRICE	AMOUNT		
108	9655	-1GD	Glider Reclining Chair		114.00	12,312.00		

Must route by May 27

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

Boxes / Chairs : 108 / 0

Subtotal:

12,312.00

The above products are not for commercial use.

Surcharge:

0.00

15% re-stocking fee for returned merchandise; \$25 surcharge applies to each returned check.

Shipping Subtotal:

0.00

All claims must be made within 10 days after receiving the merchandise.

· All returned merchandise must have RMA#. No credit will be given after 90 days of the receiving date.

1.5% monthly finance charge will be applied to all past due invoices, plus collection costs, attorney's fees and court costs if legal action is taken.

All merchandise listed on this invoice is the property of Homelegance until paid in full or until check is cleared.

Total:

12,312.00

This is a legal binding agreement, the buyer agrees to pay the total amount on this invoice, if lawsuit arises from a discrepancy, jurisdiction will reside in the county selected by Homelegance. We appreciate your business. Thank you!

PAGE 1 of 1

Printed on Status: Closed

Printed Date: 07/02/2024 10:42:33

Printed By: LILIAN







OHBIG

CUSTOMER NO.

Tracking Number:

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

CSC DISTRIBUTION, LLC

MONTGOMERY DC #0870 BIG LOTS

2855 SELMA HWY

MONTGOMERY, AL 36108

TEL:334/2866633 FAX:334/2867024

DATE	DATE SHIP VIA		F.O.B.		TERMS			
07/02/2024	Yuser	1 Logistics	FOB NET 60 From ETD					
PURCHASE ORDER NUMBER ORDER DATE			SALESPERSON	OUR ORDER NUMBER				
95313440 B 05/08/2024		SRDOU	D15329					
QUANTITY REQUIRED SHIPPED		ITEM NUMBER	DESCRIPTION		UNIT PRICE	AMOUNT		
108	9655-	1GD	Glider Reclining Chair		114.00	12,312.00		

Must route by May 27

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

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PAGE 1 of 1

Printed on Status: Closed

Printed Date: 07/02/2024 10:50:15

Printed By: LILIAN







OHBIG

CUSTOMER NO.

Tracking Number:

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

CSC DISTRIBUTION, LLC

MONTGOMERY DC #0870 BIG LOTS

2855 SELMA HWY

MONTGOMERY, AL 36108

TEL:334/2866633 FAX:334/2867024

DATE	DATE SHIP VIA		F.O.B.	TERMS			
07/02/2024 Yusen Logistics			FOB NET 60 From ETD				
PURCHASE ORDER NUMBER ORDER DATE			SALESPERSON		OUR ORDER NUMBER		
95313440 C 05/08/2024		05/08/2024	SRDOU		D15330		
QUANTITY ITEM NUMBER			DESCRIPTION	W.T.	UNIT PRICE	AMOUNT	
108	96	55-1GD	Glider Reclining Chair		114.00	12,312.00	

Must route by May 27

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

Boxes / Chairs : 108 / 0

Subtotal:

12,312.00

The above products are not for commercial use.

Surcharge: Shipping Subtotal: 0.00

PAGE 1 of 1

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Total: 12,312.00

This is a legal binding agreement, the buyer agrees to pay the total amount on this invoice, if lawsuit arises from a discrepancy, jurisdiction will reside in the county selected by Homelegance. We appreciate your business. Thank you! Printed on Status: Closed

Printed Date: 07/02/2024 10:51:58 Printed By: LILIAN





HOMELEGANCE. INC. 48200 FREMONT BOULEVARD FREMONT, CA 94538

(510)933-6888, (510)933-6889 (FAX)

http://www.homelegance.com

CUSTOMER NO.

HL088736

INVOICE NO.

OHBIG

Tracking Number:

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

CSC DISTRIBUTION, LLC

MONTGOMERY DC #0870 BIG LOTS

2855 SELMA HWY

MONTGOMERY, AL 36108

TEL:334/2866633 FAX:334/2867024

DATE	DATE SHIP VIA		F.O.B.	F.O.B.			
07/02/2024 Yusen Logistics			FOB NET 60 From ETD				
PURCHASE ORDER NUMBER ORDER DATE			SALESPERSON		OUR ORDER NUMBER		
95313440 D 05/08/2024		05/08/2024	SRDOU	D15331			
QUANTITY ITEM NUMBER			DESCRIPTION	W.T.	UNIT PRICE	AMOUNT	
108	965	5-1GD	Glider Reclining Chair		114.00	12,312.00	

Must route by May 27

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

Boxes / Chairs : 108 / 0

Subtotal:

12,312.00

The above products are not for commercial use.

Surcharge:

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15% re-stocking fee for returned merchandise; \$25 surcharge applies to each returned check.

All claims must be made within 10 days after receiving the merchandise.

Shipping Subtotal:

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PAGE 1 of 1

Printed on Status: Closed

Printed Date: 07/02/2024 10:53:31

Printed By: LILIAN







OHBIG

CUSTOMER NO.

Tracking Number:

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

CSC DISTRIBUTION, LLC

MONTGOMERY DC #0870 BIG LOTS

2855 SELMA HWY

MONTGOMERY, AL 36108

TEL:334/2866633 FAX:334/2867024

DATE	DATE SHIP VIA		F.O.B.		TERMS			
07/02/2024	Yuser	Logistics	FOB NET 60 From ETD					
PURCHASE ORDER NUMBER ORDER DATE			SALESPERSON	OUI	OUR ORDER NUMBER			
95313440 E 05/08/2024		SRDOU	D15332					
QUANTITY REQUIRED SHIPPED		ITEM NUMBER	DESCRIPTION	W.T.	UNIT PRICE	AMOUNT		
108	9655-	1GD	Glider Reclining Chair		114.00	12,312.00		

Must route by May 27

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

Boxes / Chairs : 108 / 0

Subtotal:

12,312.00

The above products are not for commercial use.

15% re-stocking fee for returned merchandise; \$25 surcharge applies to each returned check.

Surcharge:

0.00

All claims must be made within 10 days after receiving the merchandise.

· All returned merchandise must have RMA#. No credit will be given after 90 days of the receiving date.

Shipping Subtotal:

0.00

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PAGE 1 of 1

Printed on Status: Closed

Printed Date: 07/02/2024 10:55:15

Printed By: LILIAN

YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED

FORWARDER'S CARGO RECEIPT No.

CNS-SGN-2401567

Maker/Supplier: HANG TAI VIETNAM CO., LTD

O/B HOMELEGANCE, INC (*)

Buyer/Consignee: CSC DISTRIBUTION, LLC

2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From: HO CHI MINH CITY To: MONTGOMERY, AL

Maker/Supplier's INVOICE No.

HL088733-737

Dated: July 02, 2024

Date of Receipt of Cargo

July 01, 2024

Marks & Nos. Nos. of P'kgs Supplier's description of goods Measurement (cbm.) Weight (kgs.)

PLEASE REFER TO ATTACHED

SHEET (S).

NOTIFY PARTY: GEODIS

5101 S. BROAD STREET

PHILADELPHIA, PA 19112-1404, U.S.A.

ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.

1300 SOUTH MINT STREET SUITE 200

CHARLOTTE NC 28203 USA

TEL: 704-593-6329

EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

540 CARTONS 350.150 CBM 27,648.00 KGS

TOTAL : FIVE HUNDRED FORTY (540) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "ONE CYGNUS" VOY NO. 018E DISCHARGED AT SAVANNAH, GA SAILING ON / ABOUT July 8, 2024. CARGO RECEIVED ON July 1, 2024.

THIS IS NOT A DOCUMENT OF TITLE		
	HO CHI MINH CITY	July 3, 2024
Verification Copy	(Place and	date of issue.)
	YUSEN I	LOGISTICS
*** Please advise YUSEN LOGISTICS GLOBAL MANAGEMENT		
LIMITED if amendment is needed ***		
*** Please check with YUSEN LOGISTICS GLOBAL MANAGEMENT		As Agent
LIMITED if B/L & Cargo Receipt are ready for issuance ***		V1

V1

FCR No. CNS-SGN-2401567 Attachment Page 1/1

Shipping Mark

BIG LOTS STORES

PO# 95313440 DC# 00870 SKU# 810741795 MADE IN VIETNAM Description of Goods

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

 NYKU0701709
 SEAL#
 VN48903AE
 40H
 DRY

 NYKU4873590
 SEAL#
 VN07901AI
 40H
 DRY

 TCNU5398382
 SEAL#
 VN48977AE
 40H
 DRY

 TEMU8900283
 SEAL#
 VN48996AE
 40H
 DRY

 TGHU6063750
 SEAL#
 VN48994AE
 40H
 DRY

CAMO GLIDER RECLINER SKU# 810741795

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

(*)NO. E8(B4 AREA) ROAD D9, RACH BAP INDUSTRIAL PARK, AN TAY WARD

BEN CAT CITY

75900, BINH DUONG PROVINCE, VIETNAM

Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC.

48200 Fremont Blvd

DATE: ETD:

SHIP TO: CSC DISTRIBUTION, LLC

PORT: SAVANNAH, GA

07-08-2024

07-08-2024

MONTGOMERY DC #0870

ETA TO PORT: 08-26-2024 INVOICE #: CD09274

VENDOR CODE: AI FACTORY CODE: AI

INVOICE #: CD09274 PO#: POA2405037

Customer PO#: D15328

CONTAINER: TCNU5398382 SEAL NO.: VN48977AE End Customer PO#: 95313440 A SHIP VIA: YUSEN

VESSEL: ONE CYGNUS 018E

CONTAINER SIZE: 40HQ
TERMS: FOB CAI MEP, VN

SHIPED BY: Hang Tai Viet Nam Co.,LTD TOTAL: 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
9655-1GD	Glider Reclining Chair	108	108	4833.00	5529.60	22.90	2473.20	
	TOTAL	108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS

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Gin
900

Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC. DATE:

48200 Fremont Blvd ETD: 07-08-2024

SHIP TO: CSC DISTRIBUTION, LLC PORT: SAVANNAH, GA

MONTGOMERY DC #0870 ETA TO PORT: 08-26-2024
AI INVOICE #: CD09275

 VENDOR CODE:
 Al
 INVOICE #:
 CD09275

 FACTORY CODE:
 Al
 PO#:
 POA2405038

Customer PO#: D15329
End Customer PO#: 95313440 B

CONTAINER SIZE:

07-08-2024

40HQ

CONTAINER: TEMU8900283 SHIP VIA: YUSEN

VESSEL: ONE CYGNUS 018E TERMS: FOB CAI MEP, VN

SHIPED BY: Hang Tai Viet Nam Co.,LTD TOTAL: 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
9655-1GD	Glider Reclining Chair	108	108	4833.00	5529.60	22.90	2473.20	
	TOTAL	108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

VN48996AE

SEAL NO.:

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS

Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC. DATE:

48200 Fremont Blvd ETD: 07-08-2024

SHIP TO: CSC DISTRIBUTION, LLC PORT: SAVANNAH, GA

MONTGOMERY DC #0870 ETA TO PORT: 08-26-2024

VENDOR CODE: AI INVOICE #: CD09276
FACTORY CODE: AI PO#: POA2405039

Customer PO#: D15330

End Customer PO#: 95313440 C

07-08-2024

CONTAINER: TGHU6063750 SHIP VIA: YUSEN SEAL NO.: VN48994AE CONTAINER SIZE: 40HQ

VESSEL: ONE CYGNUS 018E TERMS: FOB CAI MEP, VN

SHIPED BY: Hang Tai Viet Nam Co.,LTD TOTAL: 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
9655-1GD	Glider Reclining Chair	108	108	4833.00	5529.60	22.90	2473.20	
	TOTAL	108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS

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Gin	

Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC.

DATE: ETD: 07-08-2024 07-08-2024

SHIP TO:

CSC DISTRIBUTION, LLC

PORT: SAVANNAH, GA

MONTGOMERY DC #0870

48200 Fremont Blvd

ETA TO PORT: 08-26-2024

VENDOR CODE: AI FACTORY CODE: AI

INVOICE #: CD09277
PO#: POA2405040

Customer PO#:

D15331

End Customer PO#: 95313440 D

CONTAINER: NYKU4873590

SHIP VIA: YUSEN

SEAL NO.: VN07901AI

CONTAINER SIZE: 40HQ

VESSEL: ONE CYGNUS 018E

TERMS: FOB CAI MEP, VN

SHIPED BY: Hang Tai Viet Nam Co.,LTD

TOTAL: 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
9655-1GD	Glider Reclining Chair	108	108	4833.00	5529.60	22.90	2473.20	
	TOTAL	108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS

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Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC. DATE:

48200 Fremont Blvd ETD:

SHIP TO: CSC DISTRIBUTION, LLC PORT: SAVANNAH, GA

 MONTGOMERY DC #0870
 ETA TO PORT:
 08-26-2024

 AI
 INVOICE #:
 CD09278

VENDOR CODE:AlINVOICE #:CD09278FACTORY CODE:AlPO#:POA2405041

Customer PO#: D15332 End Customer PO#: 95313440 E

07-08-2024

07-08-2024

CONTAINER: NYKU0701709 SHIP VIA: YUSEN SEAL NO.: VN48903AE CONTAINER SIZE: 40HQ

VESSEL: ONE CYGNUS 018E TERMS: FOB CAI MEP, VN

SHIPED BY: Hang Tai Viet Nam Co.,LTD TOTAL: 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
9655-1GD	Glider Reclining Chair	108	108	4833.00	5529.60	22.90	2473.20	
	TOTAL	108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS

Gin	
J	





HOMELEGANCE. INC. 48200 FREMONT BOULEVARD FREMONT, CA 94538

INVOICE NO.

HL089340 **OHBIG**

CUSTOMER NO.

Tracking Number:

(510)933-6888, (510)933-6889 (FAX) http://www.homelegance.com

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

CSC DISTRIBUTION, LLC

MONTGOMERY DC #0870 BIG LOTS

2855 SELMA HWY

MONTGOMERY, AL 36108

TEL:334/2866633 FAX:334/2867024

DATE	SHIP VIA		F.O.B.		TERMS				
07/18/2024	Yuser	Logistics	FOB NET 60 From			D			
PURCHASE ORDER NUMBER ORDER DATE			SALESPERSON		OUR ORDER NUMBER				
95313440 F 05/08/2024			SRDOU	,	D15333				
QUANTITY ITEM EQUIRED SHIPPED NUMBER		DESCRIPTION	W.T.	UNIT PRICE	AMOUNT				
108 9655-1GD			Glider Reclining Chair	114.00	12,312.00				

Must route by May 27

VESSEL CMA CGM A. LINCOLN / 1TU92S1MA CNTR# CMAU6320201 SEAL# R6367434 ETD 07-23-2024 ETA TO PORT GA 09-09-2024

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

Boxes / Chairs : 108 / 0

Subtotal:

12,312.00

The above products are not for commercial use.

Surcharge:

0.00

15% re-stocking fee for returned merchandise; \$25 surcharge applies to each returned check.

Shipping Subtotal:

0.00

All claims must be made within 10 days after receiving the merchandise.

· All returned merchandise must have RMA#. No credit will be given after 90 days of the receiving date.

1.5% monthly finance charge will be applied to all past due invoices, plus collection costs, attorney's fees and court costs if legal action is taken.

All merchandise listed on this invoice is the property of Homelegance until paid in full or until check is cleared.

Total:

12,312.00

This is a legal binding agreement, the buyer agrees to pay the total amount on this invoice, if lawsuit arises from a discrepancy, jurisdiction will reside in the county selected by Homelegance. We appreciate your business. Thank you!

PAGE 1 of 1

Printed on Status: Closed

Printed Date: 07/18/2024 11:21:20

Printed By: LILIAN







HL089341 **OHBIG**

CUSTOMER NO.

Tracking Number:

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

CSC DISTRIBUTION, LLC

MONTGOMERY DC #0870 BIG LOTS

2855 SELMA HWY

MONTGOMERY, AL 36108

TEL:334/2866633 FAX:334/2867024

DATE	SHIP VIA		F.O.B.		TERMS				
07/18/2024	Yuser	Logistics	FOB NET 60 From ETD			D			
PURCHASE ORDER NUMBER ORDER DATE			SALESPERSON		OUR ORDER NUMBER				
95313440 G 05/08/2024			SRDOU		D15334				
QUANTITY ITEM NUMBER		DESCRIPTION	W.T.	UNIT PRICE	AMOUNT				
108 9655-1GD			Glider Reclining Chair	114.00	12,312.00				

Must route by May 27

VESSEL CMA CGM A. LINCOLN / 1TU92S1MA CNTR# CMAU5806375 SEAL# R6367386 ETD 07-23-2024 ETA TO PORT GA 09-09-2024

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

Boxes / Chairs : 108 / 0

Subtotal:

12,312.00

The above products are not for commercial use.

15% re-stocking fee for returned merchandise; \$25 surcharge applies to each returned check.

Surcharge:

0.00

All claims must be made within 10 days after receiving the merchandise.

Shipping Subtotal:

0.00

· All returned merchandise must have RMA#. No credit will be given after 90 days of the receiving date.

1.5% monthly finance charge will be applied to all past due invoices, plus collection costs, attorney's fees and court costs if legal action is taken. All merchandise listed on this invoice is the property of Homelegance until paid in full or until check is cleared.

Total:

12,312.00

This is a legal binding agreement, the buyer agrees to pay the total amount on this invoice, if lawsuit arises from a discrepancy, jurisdiction will reside in the county selected by Homelegance. We appreciate your business. Thank you!

PAGE 1 of 1

Printed on Status: Closed Printed Date: 07/18/2024 11:21:47

Printed By: LILIAN

YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED

FORWARDER'S CARGO RECEIPT No. CNS-SGN-2401663

Maker/Supplier: HANG TAI VIETNAM CO., LTD

C/O HOMELEGANCE, INC (*)

Buyer/Consignee: CSC DISTRIBUTION, LLC

2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From: HO CHI MINH CITY To: MONTGOMERY, AL

Date of Receipt of Cargo

Dated: July 18, 2024

Maker/Supplier's INVOICE No.

July 16, 2024

HL089340-341

Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.)

PLEASE REFER TO ATTACHED

SHEET (S).

NOTIFY PARTY: GEODIS

5101 S. BROAD STREET

PHILADELPHIA, PA 19112-1404, U.S.A.

ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.

1300 SOUTH MINT STREET SUITE 200

CHARLOTTE NC 28203 USA

TEL: 704-593-6329

EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

216 CARTONS 140.060 CBM 11,059.20 KGS

TOTAL : TWO HUNDRED SIXTEEN (216) CARTONS ONLY

"FREIGHT COLLECT"

THIS IS NOT A DOCUMENT OF TITLE

SHIPMENT PER S.S. "CMA CGM A. LINCOLN" VOY NO. 1TU92S1MA DISCHARGED AT SAVANNAH, GA SAILING ON / ABOUT July 24, 2024. CARGO RECEIVED ON July 16, 2024.

	HO CHI MINH CITY	July 19, 2024
Verification Copy	(Place and	date of issue.)
	YUSEN	LOGISTICS
*** Please advise YUSEN LOGISTICS GLOBAL MANAGEMENT		
LIMITED if amendment is needed ***		
*** Please check with YUSEN LOGISTICS GLOBAL MANAGEMENT		As Agent
LIMITED if B/L & Cargo Receipt are ready for issuance ***		V1

V1

FCR No. CNS-SGN-2401663 Attachment Page 1/1

Shipping Mark Description of Goods

BIG LOTS SHIPPER'S LOAD, COUNT AND SEAL

STORES SAID TO CONTAIN

CMAU5806375 SEAL# R6367386 40H DRY
CMAU6320201 SEAL# R6367434 40H DRY

PO# 95313440 DC# 00870

 SKU#
 810741795
 GLIDER RECLINER

 MADE
 IN VIETNAM
 SKU# 810741795

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING

MATERIAL

(*)NO. E8(B4 AREA) ROAD D9, RACH BAP INDUSTRIAL PARK, AN TAY

WARD

BEN CAT CITY

75900, BINH DUONG PROVINCE, VIETNAM

Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC. DATE:

07-23-2024 ETD: 07-23-2024 48200 Fremont Blvd

SHIP TO: **CSC DISTRIBUTION, LLC** PORT: SAVANNAH, GA

> **MONTGOMERY DC #0870** ETA TO PORT: 09-09-2024 CD09376 INVOICE #:

VENDOR CODE: FACTORY CODE: AI PO#: POA2405042

Customer PO#: D15333

End Customer PO#: 95313440 F

CONTAINER: CMAU6320201 SHIP VIA: YUSEN SEAL NO.: R6367434 CONTAINER SIZE: 40HQ

VESSEL: CMA CGM A. LINCOLN / 1TU92S1MA TERMS: FOB VUNG TAU, VIETNAM

SHIPED BY: Hang Tai Viet Nam Co.,LTD TOTAL: 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
9655-1GD	Glider Reclining Chair	108	108	4833.00	5529.60	22.90	2473.20	
	TOTAL	108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS

Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC. DATE:

07-23-2024 ETD: 07-23-2024 48200 Fremont Blvd

SHIP TO: **CSC DISTRIBUTION, LLC** PORT: SAVANNAH, GA

> **MONTGOMERY DC #0870** ETA TO PORT: 09-09-2024 CD09377 INVOICE #:

VENDOR CODE: FACTORY CODE: AI PO#: POA2405043

> Customer PO#: D15334

95313440 G End Customer PO#: SHIP VIA: YUSEN

CONTAINER: CMAU5806375 CONTAINER SIZE: SEAL NO.: R6367386 40HQ

VESSEL: CMA CGM A. LINCOLN / 1TU92S1MA TERMS: **FOB VUNG TAU, VIETNAM**

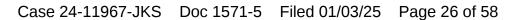
TOTAL: SHIPED BY: Hang Tai Viet Nam Co.,LTD 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
9655-1GD	Glider Reclining Chair	108	108	4833.00	5529.60	22.90	2473.20	
TOTAL		108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS

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See attached Terms and Conditions for

A complete list of requirements can be found

additional Big Lots requirements.

www.biglots.com/corporate/vendors

on the Big Lots website



PO # 95313441

Date Created 04/15/2024

Version:

Buyer: HUTTON, SCOTT
Do Not Ship Before: 06/17/2024
Cancel if not Shipped by: 06/24/2024

Cancel if not Shipped by: 06/24/2024 Must be Routed by: 05/27/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: HO CHI MINH, VN

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CRF.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874 CLOSEOUT DISTRIBUTION, LLC 50 RAUSCH CREEK RD TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC 4900 E. Dublin Granville Rd Columbus, OH 43081-7651 US

Telphone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5006524

HOMELEGANCE, INC CATHERINE

48200 FREMONT BLVD FREMONT CA 94538

Contact: CATHERINE

Telephone: 5109336888 Fax

E-Mail: AGACATHERINE@HOMELEGANCE.COM

Vendor Signature
Signee's Name

Title ______

ADDITIONAL	COMMENTS
ADDITIONAL	COMMENT

Units Retail Vendor Cost IMU

660 263,993.40 75,240.00 57.191

OFFICE-COPY



OFFICE-COPY

Case 24-11967-JKS Doc 1571-5 Filed 01/03/25 Page 27 of 58

IMPORTANT Terms and Conditions

PO#: 95313441

Page 2 of 6

These Purchase Order Terms and Conditions (these "Terms & Conditions") are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer's Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer's vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the "PO Terms"). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

- "Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. "Control," including the terms "controlling," "controlled by" and "under common control with," for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.
- "Buyer" means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.
- "Buyer's Vendor Resource Website" means the site located at www.biglots.com/corporate/vendors.
- "Goods" means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.
- "Purchase Order" or "PO" means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange ("EDI"), or otherwise.
- "Ship", "Shipped", "Shipping", or "Shipment" means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.
- "Vendor" means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.
- "Vendor Manual" means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.
- 1. Purchase Order. Buyer's commitment to purchase Goods arises only upon Buyer's issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless o industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.
- 2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a "DC"). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading ("BOL"), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.
- 3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.
- 4. Inspection of Goods. Goods are subject to Buyer's inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer's inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer's right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor's representations, warranties or covenants, or any of Buyer's rights or remedies, under the PO Terms, at law, in equity or otherwise.

- 5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer's cancellation for convenience, Buyer's liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the "cancel if not shipped by date" in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor's expense and Buyer shall be subject to the remedies available hereunder.
- Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor's cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer's rights or remedies under the PO Terms, at law, in equity, or otherwise.
- 7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits ("Return Costs"). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods unadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.
- 8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer's and its Affiliates' names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer's trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer's guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.
- 9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer's prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor's indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer's requirements. In addition, following Buyer's receipt of any demand, claim or action that may give rise to Buyer's right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer's sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



public announcement.

OFFICE-COPY Case 24-IMPORTANT5 Tierms: and 3@onditions 58

Page 3 of 6

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liabilit insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/ or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability. 11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate.

Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation

incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer

prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent

reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods,

permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU

or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods

by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the

bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notic

Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods. 12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference. Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer. 13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and

where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws "Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity. 14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official: or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



insurance coverage.

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securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer' efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer' sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recal of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture,

description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor. 16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current

version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-andcompliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI" signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor wi provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and noncontributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. 19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buver's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms. 21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms: (b) breach of the PO Terms: or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby. 22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this

consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms

the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the

extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security

relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



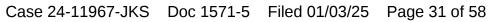
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AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



BIG

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PO#: 95313441

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Descrption		Dangerous Goods	Inner	Package Art	# of Cartons	Additionals	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

608	810741795	CAMO GLIDER RECLINE	0.00	VN	1	660	114.00	113,011.80	07/29/2024
60802	9655-1GD	STATIONARY			1	660	57.23	263,993.40	
60802001	Homelegance	PRODUCTION					399.99	57.191	859.00
1	194840255642		GRM	22.900	UPC				





INVOICE NO.

HL088928 **OHBIG**

CUSTOMER NO.

Tracking Number:

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

CLOSEOUT DISTRIBUTION, LLC TREMONT DC #0874 BIG LOTS

50 RAUSCH CREEK RD TREMONT, PA 17981

TEL:570/6952848 FAX:570/6952862

		4							
DATE	SHIP VIA		F.O.B.	TERMS	TERMS				
07/08/2024	Yusei	1 Logistics	FOB	NE	NET 60 From ETD				
PURCHASE ORDER NUMBER ORDER DATE			SALESPERSON	OUR ORDER NUMBER					
95313441 F 05/08/2024		SRDOU	D15340						
QUANTITY REQUIRED	SHIPPED	ITEM NUMBER	DESCRIPTION W.T.		UNIT PRICE	AMOUNT			
108	9655-	1GD	Glider Reclining Chair		114.00	12,312.00			

Must route by May 27

RE

VESSEL CMA CGM SYMI / 1TU8US1MA CNTR# CMAU4936841 SEAL# R6374632 ETD 07-12-2024 ETA TO PORT NY 08-19-2024

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

Boxes / Chairs : 108 / 0

Subtotal:

12,312.00

The above products are not for commercial use.

15% re-stocking fee for returned merchandise; \$25 surcharge applies to each returned check.

Surcharge:

0.00

All claims must be made within 10 days after receiving the merchandise.

· All returned merchandise must have RMA#. No credit will be given after 90 days of the receiving date.

Shipping Subtotal:

0.00

1.5% monthly finance charge will be applied to all past due invoices, plus collection costs, attorney's fees and court costs if legal action is taken.

All merchandise listed on this invoice is the property of Homelegance until paid in full or until check is cleared. This is a legal binding agreement, the buyer agrees to pay the total amount on this invoice, if lawsuit arises from Total: 12,312.00

PAGE 1 of 1

a discrepancy, jurisdiction will reside in the county selected by Homelegance. We appreciate your business. Thank you! Printed on Status: Closed

Printed Date: 07/08/2024 11:26:02

Printed By: LILIAN

YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED

FORWARDER'S CARGO RECEIPT No. CNS-SGN-2401591

Maker/Supplier: HANG TAI VIETNAM CO., LTD

O/B HOMELEGANCE, INC (*)

Buyer/Consignee: CLOSEOUT DISTRIBUTION, LLC

50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From: HO CHI MINH CITY

PO# 95313441

SKU# 810741795

MADE IN VIETNAM

DC# 00874

To: TREMONT, PA

Maker/Supplier's INVOICE No.

HL088928

Dated: July 08, 2024

Date of Receipt of Cargo

July 05, 2024

Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.)

BIG LOTS NOTIFY PARTY: GEODIS

STORES 5101 S. BROAD STREET

PHILADELPHIA, PA 19112-1404, U.S.A.

ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.

1300 SOUTH MINT STREET SUITE 200

CHARLOTTE NC 28203 USA TEL: 704-593-6329

EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

CMAU4936841 SEAL# R6374632 40H DRY

CAMO GLIDER RECLINER SKU# 810741795

SHIP TO CODE & LOCATION : 00874-TREMONT, PA

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING

MATERIAL

(*)NO. E8(B4 AREA) ROAD D9, RACH BAP INDUSTRIAL PARK, AN TAY

BEN CAT CITY

75900, BINH DUONG PROVINCE, VIETNAM

108 CARTONS

70.030 CBM

5,529.60 KGS

TOTAL : ONE HUNDRED EIGHT (108) CARTONS ONLY

"FREIGHT COLLECT"

THIS IS NOT A DOCUMENT OF TITLE

SHIPMENT PER S.S. "CMA CGM SYMI" VOY NO. 1TU8US1MA DISCHARGED AT NEW YORK, NY SAILING ON / ABOUT July 12, 2024. CARGO RECEIVED ON July 5, 2024.

	HO CHI MINH CITY	July 11, 2024
Verification Copy	(Place and	I date of issue.)
	YUSEN	LOGISTICS
*** Please advise YUSEN LOGISTICS GLOBAL MANAGEMENT		
LIMITED if amendment is needed ***		
*** Please check with YUSEN LOGISTICS GLOBAL MANAGEMENT		As Agent
LIMITED if B/L & Cargo Receipt are ready for issuance ***		V1

Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC. DATE: 07-12-2024

48200 Fremont Blvd ETD: 07-12-2024

SHIP TO: CLOSEOUT DISTRIBUTION, LLC PORT: NEW YORK, NY

 TREMONT DC #0874 BIG LOTS
 ETA TO PORT:
 08-19-2024

 VENDOR CODE:
 AI
 INVOICE #:
 CD09303

FACTORY CODE: Al PO#: POA2405049

Customer PO#: D15340
End Customer PO#: 95313441 F

CONTAINER: CMAU4936841 SHIP VIA: YUSEN

SEAL NO.: R6374632 CONTAINER SIZE: 40HQ

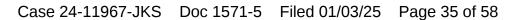
VESSEL: CMA CGM SYMI / 1TU8US1MA TERMS: FOB VUNG TAU, VIETNAM

SHIPED BY: Hang Tai Viet Nam Co.,LTD TOTAL: 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
9655-1GD	Glider Reclining Chair	108	108	4833.00	5529.60	22.90	2473.20	
TOTAL		108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS



See attached Terms and Conditions for

A complete list of requirements can be found

additional Big Lots requirements.

www.biglots.com/corporate/vendors

on the Big Lots website



PO # 95313547

Date Created 04/15/2024

Version:

Buyer: HUTTON, SCOTT
Do Not Ship Before: 06/10/2024
Cancel if not Shipped by: 06/17/2024

Cancel if not Shipped by: 06/17/2024 Must be Routed by: 05/20/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: HO CHI MINH, VN

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CRF.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

COLUMBUS DC - #0890 BIG LOTS STORES, LLC

500 PHILLIPI RD

COLUMBUS OH 43228-9006

Telephone: 614-278-6800 Fax: 614-278-3809

BILL TO

BIG LOTS STORES, LLC 4900 E. Dublin Granville Rd Columbus, OH 43081-7651 US

Telphone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5006524

HOMELEGANCE, INC CATHERINE

48200 FREMONT BLVD FREMONT CA 94538

Contact: CATHERINE

Telephone: 5109336888 Fax

E-Mail: AGACATHERINE@HOMELEGANCE.COM

ADDITIONAL COMMENTS

Vendor Signature
Signee's Name
Title
Date

 Units
 Retail
 Vendor Cost
 IMU

 900
 359,991.00
 102,600.00
 57.191

OFFICE-COPY



OFFICE-COPY

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IMPORTANT Terms and Conditions

PO#: 95313547

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These Purchase Order Terms and Conditions (these "Terms & Conditions") are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer's Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer's vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the "PO Terms"). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

- "Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. "Control," including the terms "controlling," "controlled by" and "under common control with," for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.
- "Buyer" means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.
- "Buyer's Vendor Resource Website" means the site located at www.biglots.com/corporate/vendors.
- "Goods" means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.
- "Purchase Order" or "PO" means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange ("EDI"), or otherwise.
- "Ship", "Shipped", "Shipping", or "Shipment" means transporting the Goods by Vendor into the hands of the ocean/ freight carrier for delivery to Buyer.
- "Vendor" means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.
- "Vendor Manual" means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.
- 1. Purchase Order. Buyer's commitment to purchase Goods arises only upon Buyer's issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless o industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.
- 2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a "DC"). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading ("BOL"), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.
- 3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.
- 4. Inspection of Goods. Goods are subject to Buyer's inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer's inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer's right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor's representations, warranties or covenants, or any of Buyer's rights or remedies, under the PO Terms, at law, in equity or otherwise.

- 5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer's cancellation for convenience, Buyer's liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the "cancel if not shipped by date" in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor's expense and Buyer shall be subject to the remedies available hereunder.
- 6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor's cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer's rights or remedies under the PO Terms, at law, in equity, or otherwise.
- 7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits ("Return Costs"). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods unadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.
- 8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer's and its Affiliates' names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer's trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer's guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.
- 9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer's prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor's indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer's requirements. In addition, following Buyer's receipt of any demand, claim or action that may give rise to Buyer's right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer's sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



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title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liabilit insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/ or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability. 11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with

applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notic prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement. The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods

bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods. 12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference. Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer. 13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution,

transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws "Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity. 14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official: or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



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securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer' efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer' sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recal of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by

an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor. 16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-andcompliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy

renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI"

signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless

lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor wi provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and noncontributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage. 17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without

limitation, the Uniform Commercial Code. 18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. 19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buver's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual

property rights therein or related to the Goods. 20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms. 21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms: (b) breach of the PO Terms: or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby. 22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this

consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under

Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law. 23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification

relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties. 24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable

of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from

time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms

extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security

and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the

rights by anyone other than Buyer and Vendor. 25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY

OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER

IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION,

NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



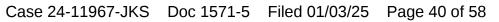
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AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



BIG

OFFICE-COPY

PO#: 95313547

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Descrption		Dangerous Goods	Inner	Package Art	# of Cartons	Additionals	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

608	810741795	CAMO GLIDER RECLINE	0.00	VN	1	900	114.00	154,107.00	07/29/2024
60802	9655-1GD	STATIONARY			1	900	57.23	359,991.00	
60802001	Homelegance	PRODUCTION					399.99	57.191	859.00
1	194840255642		GRM	22.900	UPC				





Case 24-11967-JKS Doc 1571-5 Filed 01/03/25 HOMELEGANCE. INC. 48200 FREMONT BOULEVARD

FREMONT, CA 94538

(510)933-6888, (510)933-6889 (FAX)

http://www.homelegance.com

INVOICE NO.

CUSTOMER NO.

HL089028 **OHBIG**

Tracking Number:

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

BIG LOTS STORES, LLC

COLUMBUS DC #0890 BIG LOTS

500 PHILLIPI RD

COLUMBUS, OH 43228

TEL:614/2786800 FAX:614/2783809

DATE	DATE SHIP VIA		F.O.B.		TERMS		
07/09/2024 Yusen Logistics			FOB NET 60 From ETD				
PURCHASE ORDER NUMBER ORDER DATE			SALESPERSON	OUR ORDER NUMBER			
95313547 B 05/08/2024		05/08/2024	SRDOU	D15346			
QUANTITY REQUIRED	SHIPPED	ITEM NUMBER	DESCRIPTION	W.T.	UNIT PRICE	AMOUNT	
108	965	5-1GD	Glider Reclining Chair		114.00	12,312.00	

Must route by May 27

CNTR# HLXU8199523 SEAL# HLC1651235 ETD 07-14-2024 ETA TO PORT NY 09-02-2024

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

Boxes / Chairs : 108 / 0

Subtotal: Surcharge: 12,312.00

The above products are not for commercial use.

0.00

15% re-stocking fee for returned merchandise; \$25 surcharge applies to each returned check. All claims must be made within 10 days after receiving the merchandise.

Shipping Subtotal:

0.00

· All returned merchandise must have RMA#. No credit will be given after 90 days of the receiving date.

1.5% monthly finance charge will be applied to all past due invoices, plus collection costs, attorney's fees and court costs if legal action is taken.

All merchandise listed on this invoice is the property of Homelegance until paid in full or until check is cleared. This is a legal binding agreement, the buyer agrees to pay the total amount on this invoice, if lawsuit arises from Total: 12,312.00

a discrepancy, jurisdiction will reside in the county selected by Homelegance. We appreciate your business. Thank you! Printed on Status: Closed

Printed Date: 07/09/2024 13:56:14

Printed By: LILIAN

PAGE 1 of 1





HOMELEGANCE. INC. 48200 FREMONT BOULEVARD FREMONT, CA 94538 (510)933-6888, (510)933-6889 (FAX) http://www.homelegance.com



HL089029 **OHBIG**

CUSTOMER NO.

Tracking Number:

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

BIG LOTS STORES, LLC

COLUMBUS DC #0890 BIG LOTS

500 PHILLIPI RD

COLUMBUS, OH 43228

TEL:614/2786800 FAX:614/2783809

DATE	ATE SHIP VIA		F.O.B.	TERMS			
07/09/2024	Yuse	n Logistics	FOB NET 60 From ETD				
PURCHASE ORDER NUMBER ORDER DATE			SALESPERSON	OUR ORDER NUMBER			
95313547 C 05/08/2024			SRDOU	'	D15347		
QUANTITY EQUIRED	SHIPPED	ITEM NUMBER	DESCRIPTION	W.T.	UNIT PRICE	AMOUNT	
108	9655-	1GD	Glider Reclining Chair		114.00	12.312.00	

Must route by May 27

CNTR# HLXU8637527 SEAL# HLC1646543 ETD 07-14-2024 ETA TO PORT NY 09-02-2024

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

Boxes / Chairs : 108 / 0

Subtotal:

12,312.00

The above products are not for commercial use.

15% re-stocking fee for returned merchandise; \$25 surcharge applies to each returned check.

Surcharge:

0.00

All claims must be made within 10 days after receiving the merchandise.

Shipping Subtotal:

0.00

· All returned merchandise must have RMA#. No credit will be given after 90 days of the receiving date. 1.5% monthly finance charge will be applied to all past due invoices, plus collection costs, attorney's fees and

court costs if legal action is taken. All merchandise listed on this invoice is the property of Homelegance until paid in full or until check is cleared.

Total:

12,312.00

This is a legal binding agreement, the buyer agrees to pay the total amount on this invoice, if lawsuit arises from a discrepancy, jurisdiction will reside in the county selected by Homelegance. We appreciate your business. Thank you!

PAGE 1 of 1

Printed on Status: Closed

Printed Date: 07/09/2024 13:56:38





48200 FREMONT BOULEVARD FREMONT, CA 94538 (510)933-6888, (510)933-6889 (FAX) http://www.homelegance.com



HL089030 **OHBIG**

CUSTOMER NO.

Tracking Number:

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

BIG LOTS STORES, LLC

COLUMBUS DC #0890 BIG LOTS

500 PHILLIPI RD

COLUMBUS, OH 43228

TEL:614/2786800 FAX:614/2783809

DATE	DATE SHIP VIA		F.O.B.		TERMS			
07/09/2024 Yusen Logistics			FOB	D				
PURCHASE ORDER NUMBER ORDER DATE			SALESPERSON	OUR ORDER NUMBER				
95313547 D 05/08/2024			SRDOU	D15348				
QU REQUIRED	QUANTITY EQUIRED SHIPPED		DESCRIPTION	W.T.	UNIT PRICE	AMOUNT		
	108 9655-1GD		Glider Reclining Chair		114.00	12,312.00		

Must route by May 27

CNTR# UACU5477098 SEAL# HLC1646577 ETD 07-14-2024 ETA TO PORT NY 09-02-2024

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

Boxes / Chairs : 108 / 0

Subtotal:

12,312.00

The above products are not for commercial use.

Surcharge:

0.00

15% re-stocking fee for returned merchandise; \$25 surcharge applies to each returned check.

Shipping Subtotal:

0.00

All claims must be made within 10 days after receiving the merchandise.

· All returned merchandise must have RMA#. No credit will be given after 90 days of the receiving date.

1.5% monthly finance charge will be applied to all past due invoices, plus collection costs, attorney's fees and court costs if legal action is taken.

All merchandise listed on this invoice is the property of Homelegance until paid in full or until check is cleared.

Total:

12,312.00

This is a legal binding agreement, the buyer agrees to pay the total amount on this invoice, if lawsuit arises from a discrepancy, jurisdiction will reside in the county selected by Homelegance. We appreciate your business. Thank you!

PAGE 1 of 1

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Printed Date: 07/09/2024 13:56:57





48200 FREMONT BOULEVARD FREMONT, CA 94538 (510)933-6888, (510)933-6889 (FAX) http://www.homelegance.com



HL089031 **OHBIG**

CUSTOMER NO.

Tracking Number:

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

BIG LOTS STORES, LLC

COLUMBUS DC #0890 BIG LOTS

500 PHILLIPI RD

COLUMBUS, OH 43228

TEL:614/2786800 FAX:614/2783809

DATE	DATE SHIP VIA		F.O.B.		TERMS	Tar and the second	
07/09/2024 Yusen Logistics			FOB NET 60 From ETD				
PURCHASE ORDER NUMBER ORDER DATE			SALESPERSON	OUR ORDER NUMBER			
95313547 E 05/08/2024		05/08/2024	SRDOU	D15349			
QUANTITY REQUIRED	SHIPPED	ITEM NUMBER	DESCRIPTION	W.T.	UNIT PRICE	AMOUNT	
108	965	5-1GD	Glider Reclining Chair		114.00	12,312.00	

Must route by May 27

CNTR# SEGU5672619 SEAL# HLC1651226 ETD 07-14-2024 ETA TO PORT NY 09-02-2024

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

Boxes / Chairs : 108 / 0

Subtotal:

12,312.00

The above products are not for commercial use.

Surcharge:

0.00

15% re-stocking fee for returned merchandise; \$25 surcharge applies to each returned check.

Shipping Subtotal:

0.00

All claims must be made within 10 days after receiving the merchandise.

· All returned merchandise must have RMA#. No credit will be given after 90 days of the receiving date.

1.5% monthly finance charge will be applied to all past due invoices, plus collection costs, attorney's fees and court costs if legal action is taken.

All merchandise listed on this invoice is the property of Homelegance until paid in full or until check is cleared.

Total:

12,312.00

This is a legal binding agreement, the buyer agrees to pay the total amount on this invoice, if lawsuit arises from a discrepancy, jurisdiction will reside in the county selected by Homelegance. We appreciate your business. Thank you!

PAGE 1 of 1

Printed on Status: Closed

Printed Date: 07/09/2024 13:57:27

YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED

FORWARDER'S CARGO RECEIPT No.

CNS-SGN-2401600

Maker/Supplier: HANG TAI VIETNAM CO., LTD

O/B HOMELEGANCE, INC (*)

Buyer/Consignee: BIG LOTS STORES, LLC

500 PHILLIPI RD, COLUMBUS, OH 43228, USA

Shipment From: HO CHI MINH CITY To: COLUMBUS, OH

Maker/Supplier's INVOICE No.

HL089028-031

Dated: July 09, 2024

Date of Receipt of Cargo

July 08, 2024

Marks & Nos. Nos. of P'kgs Supplier's description of goods Measurement (cbm.) Weight (kgs.)

PLEASE REFER TO ATTACHED

SHEET (S).

NOTIFY PARTY: GEODIS

5101 S. BROAD STREET

PHILADELPHIA, PA 19112-1404, U.S.A.

ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.

1300 SOUTH MINT STREET SUITE 200

CHARLOTTE NC 28203 USA TEL: 704-593-6329

EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

432 CARTONS 280.120 CBM 22,118.40 KGS

TOTAL : FOUR HUNDRED THIRTY-TWO (432) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "ONE WREN" VOY NO. 024E DISCHARGED AT NEW YORK, NY SAILING ON / ABOUT July 15, 2024. CARGO RECEIVED ON July 8, 2024.

THIS IS NOT A DOCUMENT OF TITLE		
	HO CHI MINH CITY	July 10, 2024
Verification Copy	(Place and	date of issue.)
	YUSEN	LOGISTICS
*** Please advise YUSEN LOGISTICS GLOBAL MANAGEMENT		
LIMITED if amendment is needed ***		
*** Please check with YUSEN LOGISTICS GLOBAL MANAGEMENT		As Agent
LIMITED if B/L & Cargo Receipt are ready for issuance ***		V2

V2

FCR No. CNS-SGN-2401600 Attachment Page 1/1

Shipping Mark

BIG LOTS

STORES

PO# 95313547 DC# 00890

SKU# 810741795 MADE IN VIETNAM Description of Goods

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

HLXU8199523 SEAL# HLC1651235 40H DRY
HLXU8637527 SEAL# HLC1646543 40H DRY
SEGU5672619 SEAL# HLC1651226 40H DRY
UACU5477098 SEAL# HLC1646577 40H DRY

CAMO GLIDER RECLINER SKU# 810741795

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

(*)NO. E8(B4 AREA) ROAD D9, RACH BAP INDUSTRIAL PARK, AN TAY WARD

BEN CAT CITY

75900, BINH DUONG PROVINCE, VIETNAM

Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC. DATE:

48200 Fremont Blvd ETD: 07-14-2024

SHIP TO: BIG LOTS STORES, LLC PORT: NEW YORK, NY

COLUMBUS DC #0890 BIG LOTS 500 ETA TO PORT: 09-02-2024

VENDOR CODE: AI INVOICE #: CD09307

FACTORY CODE: Al PO#: POA2405055

Customer PO#: D15346
End Customer PO#: 95313547 B

07-14-2024

CONTAINER: HLXU8199523 SHIP VIA: YUSEN

SEAL NO.: HLC1651235 CONTAINER SIZE: 40HQ
VESSEL: ONE WREN 024E TERMS: FOB VUNG TAU,VIETNAM

SHIPED BY: Hang Tai Viet Nam Co.,LTD TOTAL: 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
9655-1GD	Glider Reclining Chair	108	108	4833.00	5529.60	22.90	2473.20	
	TOTAL	108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS

Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC. DATE: 07-14-2024

48200 Fremont Blvd ETD: 07-14-2024

SHIP TO: BIG LOTS STORES, LLC PORT: NEW YORK, NY

 COLUMBUS DC #0890 BIG LOTS 500
 ETA TO PORT:
 09-02-2024

 VENDOR CODE:
 Al
 INVOICE #:
 CD09308

FACTORY CODE: Al PO#: POA2405056

Customer PO#: D15347 End Customer PO#: 95313547 C

CONTAINER: HLXU8637527 SHIP VIA: YUSEN

SEAL NO.: HLC1646543 CONTAINER SIZE: 40HQ

VESSEL: ONE WREN 024E TERMS: FOB VUNG TAU, VIETNAM

SHIPED BY: Hang Tai Viet Nam Co.,LTD TOTAL: 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
9655-1GD	Glider Reclining Chair	108	108	4833.00	5529.60	22.90	2473.20	
	TOTAL	108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS

Gin

Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC. DATE: 07-14-2024

48200 Fremont Blvd ETD: 07-14-2024

SHIP TO: BIG LOTS STORES, LLC PORT: NEW YORK, NY

COLUMBUS DC #0890 BIG LOTS 500 ETA TO PORT: 09-02-2024

AI INVOICE #: CD09309

VENDOR CODE: AI INVOICE #: CD09309
FACTORY CODE: AI PO#: POA2405057

Customer PO#: D15348 End Customer PO#: 95313547 D

CONTAINER: UACU5477098 SHIP VIA: YUSEN

SEAL NO.: HLC1646577 CONTAINER SIZE: 40HQ
VESSEL: ONE WREN 024E TERMS: FOB VUNG TAU,VIETNAM

SHIPED BY: Hang Tai Viet Nam Co.,LTD TOTAL: 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
9655-1GD	Glider Reclining Chair	108	108	4833.00	5529.60	22.90	2473.20	
	TOTAL	108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS

Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC. DATE: 07-14-2024

48200 Fremont Blvd ETD: 07-14-2024

SHIP TO: BIG LOTS STORES, LLC PORT: NEW YORK, NY

COLUMBUS DC #0890 BIG LOTS 500 ETA TO PORT: 09-02-2024

AI INVOICE #: CD09311

VENDOR CODE: AI INVOICE #: CD09311
FACTORY CODE: AI PO#: POA2405058

Customer PO#: D15349

End Customer PO#: 95313547 E
SEGU5672619 SHIP VIA: YUSEN

SEAL NO.: HLC1651226 CONTAINER SIZE: 40HQ

VESSEL: ONE WREN 024E TERMS: FOB VUNG TAU, VIETNAM

SHIPED BY: Hang Tai Viet Nam Co.,LTD TOTAL: 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
9655-1GD	Glider Reclining Chair	108	108	4833.00	5529.60	22.90	2473.20	
TOTAL		108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

CONTAINER:

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS

Gin	
-----	--





48200 FREMONT BOULEVARD FREMONT, CA 94538 (510)933-6888, (510)933-6889 (FAX) http://www.homelegance.com



HL089049 **OHBIG**

CUSTOMER NO.

Tracking Number:

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

BIG LOTS STORES, LLC

COLUMBUS DC #0890 BIG LOTS

500 PHILLIPI RD

COLUMBUS, OH 43228

TEL:614/2786800 FAX:614/2783809

DATE	ATE SHIP VIA		F.O.B.	F.O.B.			
07/11/2024	Yuse	n Logistics	FOB	NET 60 From ETD			
PURCHASE ORDER NUMBER ORDER DATE		SALESPERSON	OUR ORDER NUMBER				
95313547 F 05/08/2024		SRDOU	D15350				
QUANTITY REQUIRED	SHIPPED	ITEM NUMBER	DESCRIPTION	W.T.	UNIT PRICE	AMOUNT	
108	9655	-1GD	Glider Reclining Chair		114.00	12,312.00	

Must route by May 27

VESSEL: CMA CGM GALAPAGOS / 1TU8YS1MA

CNTR# TCLU1526066 SEAL# R4364192 ETD 07-16-2024

ETA TO PORT NORFOLK, VA 08-29-2024

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

Boxes / Chairs : 108 / 0

Subtotal:

12,312.00

The above products are not for commercial use.

15% re-stocking fee for returned merchandise; \$25 surcharge applies to each returned check.

Surcharge: Shipping Subtotal: 0.00 0.00

All claims must be made within 10 days after receiving the merchandise.

· All returned merchandise must have RMA#. No credit will be given after 90 days of the receiving date.

1.5% monthly finance charge will be applied to all past due invoices, plus collection costs, attorney's fees and

All merchandise listed on this invoice is the property of Homelegance until paid in full or until check is cleared. This is a legal binding agreement, the buyer agrees to pay the total amount on this invoice, if lawsuit arises from Total: 12,312.00 PAGE 1 of 1

a discrepancy, jurisdiction will reside in the county selected by Homelegance. We appreciate your business. Thank you! Printed on Status: Closed

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court costs if legal action is taken.

Printed Date: 07/11/2024 12:33:50





HOMELEGANCE. INC. 48200 FREMONT BOULEVARD FREMONT, CA 94538 (510)933-6888, (510)933-6889 (FAX)

http://www.homelegance.com

INVOICE NO.

HL089050

CUSTOMER NO.

OHBIG

Tracking Number:

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

BIG LOTS STORES, LLC

COLUMBUS DC #0890 BIG LOTS

500 PHILLIPI RD

COLUMBUS, OH 43228

TEL:614/2786800 FAX:614/2783809

DATE	DATE SHIP VIA		IIP VIA F.O.B.				
07/11/2024	Company of the Compan	1 Logistics	FOB	TERMS NET 60 From ETD			
PURCHASE ORDER NUMBER ORDER DATE			SALESPERSON	OUF	OUR ORDER NUMBER		
95313547 G 05/08/2024		SRDOU	D15351				
QUANTITY REQUIRED	SHIPPED	ITEM NUMBER	DESCRIPTION	W.T.	UNIT PRICE	AMOUNT	
108 9655-1GD			Glider Reclining Chair		114.00	12,312.00	

Must route by May 27

VESSEL: CMA CGM GALAPAGOS / 1TU8YS1MA

CNTR# TGCU0000273 SEAL# R4364117 ETD 07-16-2024

ETA TO PORT NORFOLK, VA 08-29-2024

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

Boxes / Chairs : 108 / 0

Subtotal:

12,312.00

The above products are not for commercial use.

Surcharge:

0.00

15% re-stocking fee for returned merchandise; \$25 surcharge applies to each returned check. All claims must be made within 10 days after receiving the merchandise.

Shipping Subtotal:

0.00

All returned merchandise must have RMA#. No credit will be given after 90 days of the receiving date.

1.5% monthly finance charge will be applied to all past due invoices, plus collection costs, attorney's fees and court costs if legal action is taken.

All merchandise listed on this invoice is the property of Homelegance until paid in full or until check is cleared.

Total:

12,312.00

This is a legal binding agreement, the buyer agrees to pay the total amount on this invoice, if lawsuit arises from a discrepancy, jurisdiction will reside in the county selected by Homelegance. We appreciate your business. Thank you!

PAGE 1 of 1

Printed on Status: Closed

Printed Date: 07/11/2024 12:34:12





48200 FREMONT BOULEVARD FREMONT, CA 94538 (510)933-6888, (510)933-6889 (FAX) http://www.homelegance.com



HL089051 **OHBIG**

CUSTOMER NO.

Tracking Number:

BILL TO:

BIG LOTS STORES, LLC ACCOUNTS PAYABLE 4900 E. DUBLIN GRANVILLE RD WESTERVILLE OH, 43081 US

TEL:6142786642

ATTN:Savannah Merriman

SHIP TO:

BIG LOTS STORES, LLC

COLUMBUS DC #0890 BIG LOTS

500 PHILLIPI RD

COLUMBUS, OH 43228

TEL:614/2786800 FAX:614/2783809

				MINISTER SANS MINISTER SANS MINISTER				
DATE	DATE SHIP VIA		F.O.B.		TERMS			
07/11/2024	Yuser	1 Logistics	FOB	NET 60 From ETD				
PURCHASE ORDER NUMBER ORDER DATE		SALESPERSON	OUF	R ORDER NUMBER				
95313547 H 05/08/2024		SRDOU	D15352					
QUANTITY REQUIRED	SHIPPED	ITEM NUMBER	DESCRIPTION	W.T.	UNIT PRICE	AMOUNT		
108 9655-1GD			Glider Reclining Chair		114.00	12,312.00		

Must route by May 27

VESSEL: CMA CGM GALAPAGOS / 1TU8YS1MA CNTR# CMAU7372920 SEAL# R4364108 ETD 07-16-2024

ETA TO PORT NORFOLK, VA 08-29-2024

Products are US EPA TSCA VI compliant

The above products are not for commercial use ***

WT / CBF: .00 / 2473.20

Boxes / Chairs : 108 / 0

Subtotal:

12,312.00

The above products are not for commercial use.

15% re-stocking fee for returned merchandise; \$25 surcharge applies to each returned check.

Surcharge: Shipping Subtotal: 0.00 0.00

All claims must be made within 10 days after receiving the merchandise.

All returned merchandise must have RMA#. No credit will be given after 90 days of the receiving date.

1.5% monthly finance charge will be applied to all past due invoices, plus collection costs, attorney's fees and court costs if legal action is taken.

Total:

12,312.00

All merchandise listed on this invoice is the property of Homelegance until paid in full or until check is cleared. This is a legal binding agreement, the buyer agrees to pay the total amount on this invoice, if lawsuit arises from a discrepancy, jurisdiction will reside in the county selected by Homelegance. We appreciate your business. Thank you!

PAGE 1 of 1

Printed on Status: Closed

Printed Date: 07/11/2024 12:34:32

YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED

FORWARDER'S CARGO RECEIPT No. CNS-SGN-2401608

HANG TAI VIETNAM CO., LTD Maker/Supplier:

O/B HOMELEGANCE, INC (*)

Buyer/Consignee: BIG LOTS STORES, LLC

500 PHILLIPI RD, COLUMBUS, OH 43228, USA

Shipment From: HO CHI MINH CITY To: COLUMBUS, OH

July 10, 2024 Nos. of P'kgs

Supplier's description of goods

PLEASE REFER TO ATTACHED

SHEET (S).

Marks & Nos.

NOTIFY PARTY: GEODIS

5101 S. BROAD STREET

PHILADELPHIA, PA 19112-1404, U.S.A.

ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.

1300 SOUTH MINT STREET SUITE 200

CHARLOTTE NC 28203 USA TEL: 704-593-6329

EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

324 CARTONS

210.090 CBM

16,588.80 KGS

Maker/Supplier's INVOICE No.

Weight (kgs.)

HL089049-051

Measurement (cbm.)

Dated: July 11, 2024

Date of Receipt of Cargo

TOTAL: THREE HUNDRED TWENTY-FOUR (324) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CMA CGM GALAPAGOS" VOY NO. 1TU8YS1MA DISCHARGED AT NORFOLK, VA SAILING ON / ABOUT July 18, 2024. CARGO RECEIVED ON July 10, 2024.

THIS IS NOT A DOCUMENT OF TITLE		
	HO CHI MINH CITY	July 12, 2024
FCR Draft	(Place and	date of issue.)
	YUSEN	LOGISTICS
		As Agent
		V1

FCR No. CNS-SGN-2401608 Attachment Page 1/1

Shipping Mark

BIG LOTS

STORES

PO# 95313547 DC# 00890 SKU# 810741795

MADE IN VIETNAM

Description of Goods

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

SEAL# R4364108 40H DRY CMAU7372920 CMAU/372920 SEAL# R4364108
TCLU1526066 SEAL# R4364192
TGCU0000273 SEAL# R4364117 40H DRY 40H DRY

CAMO GLIDER RECLINER SKU# 810741795

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

(*)NO. E8(B4 AREA) ROAD D9, RACH BAP INDUSTRIAL PARK, AN TAY WARD

BEN CAT CITY

75900, BINH DUONG PROVINCE, VIETNAM

Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC. DATE: 07-16-2024

48200 Fremont Blvd ETD: 07-16-2024

SHIP TO: BIG LOTS STORES, LLC PORT: NORFOLK, VA

COLUMBUS DC #0890 BIG LOTS 500 ETA TO PORT: 08-29-2024

VENDOR CODE: AI INVOICE #: CD09330

FACTORY CODE: Al PO#: POA2405059

Customer PO#: D15350

End Customer PO#: 95313547 F SHIP VIA: YUSEN

CONTAINER: TCLU1526066 SHIP VIA: YUSEN SEAL NO.: R4364192 CONTAINER SIZE: 40HQ

VESSEL: CMA CGM GALAPAGOS / 1TU8YS1MA TERMS: FOB VUNG TAU, VIETNAM

SHIPED BY: Hang Tai Viet Nam Co.,LTD TOTAL: 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
9655-1GD	Glider Reclining Chair	108	108	4833.00	5529.60	22.90	2473.20	
TOTAL		108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS

Gin	
9	

Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC. DATE: 07-16-2024

48200 Fremont Blvd ETD: 07-16-2024

SHIP TO: BIG LOTS STORES, LLC PORT: NORFOLK, VA

COLUMBUS DC #0890 BIG LOTS 500 ETA TO PORT: 08-29-2024

AI INVOICE #: CD09331

VENDOR CODE: AI INVOICE #: CD09331
FACTORY CODE: AI PO#: POA2405060

Customer PO#: D15351 End Customer PO#: 95313547 G

 CONTAINER:
 TGCU0000273
 SHIP VIA:
 YUSEN

 SEAL NO.:
 R4364117
 CONTAINER SIZE:
 40HQ

VESSEL: CMA CGM GALAPAGOS / 1TU8YS1MA TERMS: FOB VUNG TAU, VIETNAM

SHIPED BY: Hang Tai Viet Nam Co.,LTD TOTAL: 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
9655-1GD	Glider Reclining Chair	108	108	4833.00	5529.60	22.90	2473.20	
TOTAL		108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS

Unit 902A, 9/F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong E-mail: capitaltradingco@outlook.com

PACKING LIST

SOLD TO: HOMELEGANCE, INC. DATE:

48200 Fremont Blvd ETD: 07-16-2024

SHIP TO: BIG LOTS STORES, LLC PORT: NORFOLK, VA

COLUMBUS DC #0890 BIG LOTS 500 ETA TO PORT: 08-29-2024

 VENDOR CODE:
 Al
 INVOICE #:
 CD09332

 FACTORY CODE:
 Al
 PO#:
 POA2405061

Customer PO#: D15352

CONTAINER SIZE:

07-16-2024

40HQ

End Customer PO#: 95313547 H
CONTAINER: CMAU7372920 SHIP VIA: YUSEN

VESSEL: CMA CGM GALAPAGOS / 1TU8YS1MA TERMS: FOB VUNG TAU, VIETNAM

SHIPED BY: Hang Tai Viet Nam Co.,LTD TOTAL: 108

ITEM	DESCRIPTION	QTY (PCS)	CTNS	NET WEIGHT (KGS)	GROSS WEIGHT (KGS)	CUFT/PC	TOTAL	REMARK
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TOTAL		108	108	4833.00	5529.60		2473.20	70.03

COUNTRY OF ORIGIN: Vietnam State: TSCA TITLE VI compliant

R4364108

SEAL NO.:

Statement: THE SHIPMENT DOES NOT CONTAIN ANY WOOD PACKAGING MATERIALS